

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil cover sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CAITLIN DUBOIS

(b) County of Residence of First Listed Plaintiff Montgomery
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Cary L. Flitter, Andrew M. Milz, Jody T. Lopez-Jacobs, Flitter Milz, P.C.
450 N. Narberth Avenue, Suite 101, Narberth, PA 19072 (610) 822-0782

DEFENDANTS

PEOPLES COMMERCE, INC. & SHERIDAN TOWING, LLC

County of Residence of First Listed Defendant Montgomery
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. Section 1667

Brief description of cause:

Consumer Leasing Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

April 25, 2018

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

CAITLIN DUBOIS

CIVIL ACTION

v.

PEOPLES COMMERCE, INC. & SHERIDAN
TOWING, LLC

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.


SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. (✓)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

4/25/18

Date

610-822-0782

Telephone

Attorney-at-law

610-667-0552

FAX Number

CARY L. FLITTER

Attorney for Plaintiff

cflitter@consumerslaw.com

E-Mail Address

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 256 W. Montgomery Avenue, Apt. 7, Haverford, PA 19041

Address of Defendant: 1001 Ridge Pike, Conshohocken, PA 19428; 526 Lee Road, Norwood, PA 19074

Place of Accident, Incident or Transaction: Montgomery County, PA

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: Judge Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases
(Please specify) Consumer Leasing Act, 15 U.S.C. Sect. 1667

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, _____, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: April 25, 2018

Attorney-at-Law

Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CAITLIN DUBOIS,
256 W. Montgomery Avenue, Apt. 7
Haverford, PA 19041,
Plaintiff,

vs.

PEOPLES COMMERCE, INC.
1001 Ridge Pike
Conshohocken, PA 19428,

SHERIDAN TOWING, LLC
526 Lee Road
Norwood, PA, 19074-1310,
Defendants.

CIVIL ACTION

NO.

COMPLAINT

I. INTRODUCTION

1. This is a consumer protection case arising out of a lease between Plaintiff Caitlin Dubois and Defendants Peoples Commerce, Inc.

2. Defendant Peoples Commerce, Inc. is a “buy here, pay here” car lot that leased a high mileage 2005 Chrysler Sebring (“Chrysler”) to Plaintiff for over \$13,000 in payments.

3. Defendant Peoples Commerce, Inc.’s lease is defective as it does not provide the disclosures required under the federal Consumer Leasing Act (“CLA”), 15 U.S.C. § 1667 *et seq.*

4. Defendant Peoples Commerce, Inc. unreasonably represented to Plaintiff that the Chrysler was valued at \$8,995, which was almost three times the fair market value of the Chrysler.

5. What’s more, the Chrysler turned out to be a lemon. Plaintiff has been charged more than \$6,000 for the Chrysler in replacement parts and services, which Peoples Commerce, Inc. has refused to pay for and/or reimburse.

6. Although Defendant Peoples Commerce, Inc. warranted the engine for the life of the vehicle, it has refused to honor this warranty when the engine needed to be replaced.

7. At the direction of Defendant Peoples Commerce, Inc.'s, Defendant Sheridan Towing, LLC unlawfully repossessed the Chrysler even though Plaintiff was current on payments.

8. Defendants' conduct violates the federal Consumer Leasing Act, 15 U.S.C. § 1667 *et seq.* ("CLA"), the Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1 *et seq.* ("UTPCPL"), the Uniform Commercial Code, 13 P.S. § 2A101 *et seq.*, and other state laws.

II. JURISDICTION

9. Jurisdiction arises under 28 U.S.C. § 1331 with respect to Plaintiff's claims under the CLA and FDCPA.

7. The Court has supplemental jurisdiction over the state law claims arising out of the same nucleus of operative facts which give rise to the federal law claims. 28 U.S.C. § 1367.

8. Venue is proper in the Eastern District of Pennsylvania, as the operative events took place within this district.

III. PARTIES

10. Plaintiff Caitlin DuBois (hereinafter "Plaintiff" or "DuBois") is an adult individual who resides at the address captioned above.

11. Defendant Peoples Commerce, Inc. ("PCI") is a Pennsylvania Corporation with a principal place of business located at the address captioned above.

12. Defendant Sheridan Towing, LLC ("Sheridan") is a Pennsylvania Limited Liability Company with a principal place of business at the address captioned above.

13. Sheridan is in the business of repossessing vehicles.

14. Sheridan's principle purpose is the enforcement of security interests.

IV. FACTUAL ALLEGATIONS

Defendant's defective lease

15. In August 2016, Plaintiff signed a Closed End Motor Vehicle Lease ("Lease") for a used 2005 Chrysler Sebring (the "Chrysler"), in which Plaintiff is the "lessee" and PCI is the "lessor." A copy of the Lease is attached as Exhibit "A" hereto.

16. The automobile was leased for personal, family or household purposes.

17. The CLA and its implementing regulation, Regulation M, require that certain disclosures in a consumer lease be made in a clear and conspicuous manner. 15 U.S.C. §1667a; 12 C.F.R §1013.4(i).

18. Under the CLA and Regulation M, a lease must set forth "A statement of whether or not the lessee has the option to purchase the leased property, and: (1) End of lease term. If at the end of the lease term, the purchase price; and (2) During lease term. If prior to the end of the lease term, the purchase price or the method for determining the price and when the lessee may exercise this option." 12 C.F.R §1013.4(i).

19. The purpose of the CLA "is to provide consumers with meaningful information about the component and aggregate costs of consumer leases, so they can make better informed choices between leases, and between leases and credit sales." *Miller v. Nissan Motor Acceptance Corp.*, 362 F.3d 209, 216 (3d Cir. 2004).

20. PCI's form lease provides:



21. As such, PCI's Lease does not clearly and conspicuously indicate whether Plaintiff has the option to purchase the Chrysler at the end of the lease. (Ex. A).

22. PCI's Lease fails to conform to the CLA and Regulation M and is defective. 15 U.S.C. §1667a; 12 C.F.R. §1013.4(i).

PCI misrepresents the value of the Chrysler

23. While Plaintiff deciding on which vehicle to lease at PCI's lot, PCI told Plaintiff that she only had two vehicle options: the Chrysler or a Subaru that had been stolen twice.

24. Because of Plaintiff's credit circumstances, Plaintiff was substantially limited in her vehicle/lease choices.

25. Plaintiff ultimately leased the Chrysler. While Plaintiff was in the process of leasing the Chrysler, PCI represented to her that the value of the Chrysler was \$8,995.00.

26. As it turns out, the Chrysler—which had 127,402 miles on it—was worth substantially less.

27. On information and belief, the fair market value of the Chrysler was approximately \$3,000.

28. When agreeing to the lease, Plaintiff relied upon PCI's representation as to the value of the Chrysler.

29. Plaintiff paid an unreasonable amount for the lease of the Chrysler at this unreasonably inflated value.

The Chrysler exhibits many mechanical problems and facts of its essential purpose

30. During the term of the lease, the Chrysler broke down at least seven times and required substantial repairs costing at least \$6,394.00.

31. Plaintiff paid for a number of replacement parts, including a new engine, radiator, tire, camshaft seals, thermostat, and fuel pump.

PCI refuses to comply with its express warranty

32. At the time of the signing of the Lease, PCI told Plaintiff that the Chrysler's engine was protected by a warranty.

33. Under the terms of the warranty, PCI warranted the engine for the entire life of the Chrysler.

34. Despite this warranty, PCI refused to pay for the cost of replacing the Chrysler's engine.

Defendants unlawfully repossess Plaintiff's vehicle

35. In December 2017, the Chrysler broke down yet again.

36. Plaintiff took the Chrysler to Exton Nissan for repairs.

37. While the Chrysler was awaiting repairs, and while the Chrysler sat in Exton Nissan's lot without an engine, PCI repossessed and/or ordered Sheridan to repossess the Chrysler.

38. Plaintiff was current on all Lease payments.

39. Plaintiff had not defaulted under the Lease.

40. When Plaintiff called PCI to inform them of their illegal repossession, a PCI representative named "Mike" told her that PCI repossessed the vehicle at Exton Nissan's request, but this was false.

41. During the phone call, PCI's representative accused Plaintiff of being a liar.

42. PCI charged Plaintiff for its repossession expenses, despite the repo being unlawful.

43. PCI later accused Plaintiff of being late on payment of the wrongfully assessed repossession expenses.

44. On the same day PCI repossessed the Chrysler, PCI returned the Chrysler to Exton Nissan.

45. PCI returned the Chrysler to the Exton Nissan and/or ordered it to be returned because PCI had no present right to possess the Chrysler under the Lease.

46. Defendants had no right to repossess the Chrysler.

COUNT I
FEDERAL CONSUMER LEASING ACT
Caitlin DuBois v. Peoples Commerce, Inc.

47. Plaintiff incorporates by reference the allegations contained above as if the same were set forth at length herein.

48. Plaintiff is a “person” and “lessee” as defined under the CLA, 15 U.S.C. § 1667(2) and the implementing regulations at 12 C.F.R. §1013.2(g) and (k).

49. PCI leases automobiles to consumers throughout Pennsylvania through the use of a “Consumer Lease” as defined under the CLA, 15 U.S.C. § 1667(1) and 12 C.F.R. §1013.2(e).

50. PCI is a “lessor” as defined under the CLA, 15 U.S.C. § 1667(3) and 12 C.F.R. §1013.2(h).

51. PCI violated the CLA and Regulation M by using a consumer lease in its transaction with Plaintiff which does not conform to the requirements of the Act.

52. PCI’s Lease does not provide the disclosures in the form and manner required under the CLA and Regulation M, including as to Plaintiff’s right to purchase the Chrysler at the end of the lease.

53. As a result of said PCI’s conduct, Plaintiff has been damaged by not having the benefit of the mandated disclosures.

WHEREFORE, Plaintiff prays that this Court enter judgment against the Defendant Peoples Commerce, Inc., for:

(a) Damages, 15 U.S.C. § 1667d, § 1640(a);

- (b) Attorney's fees and costs; and
- (c) Such other further relief as this Court deems just and appropriate.

COUNT II
UNIFORM COMMERCIAL CODE
(Breach of Express Warranty)
Caitlin DuBois v. Peoples Commerce, Inc.

54. Plaintiff incorporates by reference the allegations contained above as if the same were set forth at length herein.

55. At the time of leasing, PCI told Plaintiff that the Chrysler's engine for the life of the Chrysler.

56. PCI expressly warranted that the Chrysler's engine for the life of the Chrysler. 13 Pa. C.S. § 2A210.

57. PCI refused to honor this express warranty when the engine required replacing.

58. As a result of PCI's conduct, Plaintiff has suffered damages. 13 P.S. § 2A508 (d).

WHEREFORE, Plaintiff prays that this Court enter judgment against PCI, for:

- (a) Actual damages;
- (b) Attorney's fees and costs; and
- (c) Such other further relief as this Court deems just and appropriate.

COUNT III
UNIFORM COMMERCIAL CODE
(Lease unconscionability)
Caitlin DuBois v. Peoples Commerce, Inc.

59. Plaintiff incorporates by reference the allegations contained above as if the same were set forth at length herein.

60. The Uniform Commercial Code prohibits the making of any unconscionable leases or unconscionable lease terms. 13 P.S. § 2A108.

61. When Plaintiff was deciding on which vehicle to lease, PCI presented Plaintiff with only two options for vehicles to lease: the Chrysler or a vehicle that had been stolen twice.

62. When Plaintiff was deciding whether to lease the Chrysler, PCI represented to Plaintiff that the value of the Chrysler was \$8,995.00.

63. At the time, the Chrysler's market value was approximately \$3,000.

64. Plaintiff relied on PCI's representation as to the value of the Chrysler in making her decision to lease the Chrysler.

65. Plaintiff paid an unconscionable amount to lease the Chrysler.

66. Plaintiff was not given a fair opportunity to lease a vehicle at or near to a fair market value.

67. As a result of PCI's conduct, Plaintiff has suffered damages.

WHEREFORE, Plaintiff prays that this Court enter judgment against PCI, for:

- (a) Actual damages;
- (b) Equitable relief, including but not limited to voiding the lease;
- (c) Attorney's fees and costs; and
- (d) Such other further relief as this Court deems just and appropriate.

COUNT IV
UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
Caitlin DuBois v. Peoples Commerce, Inc.

68. Plaintiff incorporates by reference the allegations contained above as if the same were set forth at length herein.

69. PCI is a person under the UTPCPL. 73 P.S. § 201-2(2).

70. The UTPCPL prohibits persons from "[r]epresenting that goods or services have . . . characteristics . . . that they do not have" 73 P.S. § 201-2(4)(v).

71. The UTPCPL also prohibits persons from “[r]epresenting that goods or services are of a particular standard, quality or grade . . . if they are of another” 73 P.S. § 201-2(4)(vii).

72. PCI’s representations as to the value of the vehicle violates the above provisions of the UTPCPL.

73. Plaintiff purchased the vehicle in reliance upon PCI’s representations.

74. As a result of PCI’s conduct, Plaintiff has suffered ascertainable losses in the form of paying an inflated amount for the vehicle.

WHEREFORE, Plaintiff prays that this Court enter judgment against PCI, for:

- (a) Actual damages;
- (b) Statutory damages;
- (b) Attorney’s fees and costs; and
- (c) Such other further relief as this Court deems just and appropriate.

COUNT V
CONVERSION/TRESPASS TO CHATTELS
Caitlin DuBois v. Peoples Commerce, Inc. & Sheridan Towing, LLC

75. Plaintiff incorporates by reference the allegations contained above as if the same were set forth at length herein.

76. Plaintiff was lawfully in possession of the Chrysler under the terms of the Lease.

77. Defendants PCI and Sheridan repossessed Plaintiff’s Chrysler and/or ordered it to be repossessed, and deprived Plaintiff of her lawful use of the Chrysler.

78. At the time of repossession, Plaintiff was current on all Lease payments.

79. At the time of repossession, Plaintiff had not breached the Lease.

80. Defendants took Plaintiff’s Chrysler without her consent, without lawful justification, and without a lawful right to possession.

81. As a result of each Defendants intentional, willful and reckless conduct, Plaintiff has been damaged.

WHEREFORE, Plaintiff Caitlin DuBois demands judgment against Defendants PCI and Sheridan, jointly and severally, for the following:

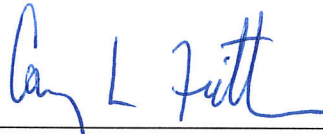
- (a) Actual damages;
- (b) Punitive damages; and
- (c) Such other and further relief as the Court deems just and proper.

V. DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

Respectfully submitted:

Date: April 25, 2018



CARY L. FLITTER
ANDREW M. MILZ
JODY THOMAS LÓPEZ-JACOBS

FLITTER MILZ, P.C.
450 N Narberth Ave, Suite 101
Narberth, PA 19072
(610) 266-7863
Attorneys for Plaintiff

EXHIBIT "A"

Co-Lessee Name: _____
 Address & Phone: N/A
 Co-Lessee Name: _____
 Address & Phone: N/A
 Guarantor Name: _____
 Address & Phone: N/A
 Lessor Name: PEOPLE'S COMMERCE
 Address & Phone: 1001 W RIDGE PIKE, CONSHOHOCKEN, PA 19408 (610) 239-7300

"We," "us" and "our" mean the lessor. "You" and "your" mean the lessee. This document governs your Lease with us. Each person who signs this Lease is individually liable to us for all Lease obligations. "The Vehicle" is the vehicle described below that you are leasing from us. You agree to pay all amounts due under this Lease and fulfill all your obligations under this Lease. The Consumer Leasing Act Disclosures are also terms of this Lease. You are leasing the Vehicle and have no ownership rights in it unless you exercise your purchase option, if any. In this Lease, "e" means an estimate.

I. CONSUMER LEASING ACT DISCLOSURES			
Amount Due at Lease Signing or Delivery (Itemized below)* \$ 1.00	Periodic Payments Your periodic payments are due <u>BI-MONTHLY</u> . Your first periodic payment of \$159.06 is due on <u>09/01/16</u> followed by <u>82</u> periodic payments of \$ <u>159.06</u> due <u>ON THE 1ST AND 16TH OF EACH MONTH</u> <input type="checkbox"/> If this box is checked, your periodic payments are due as follows: N/A N/A The Total of your Periodic Payments is \$ <u>13202.92</u>	Other Charges (not part of your periodic payment) Disposition fee (if you do not purchase the Vehicle) \$ <u>0.00</u> N/A \$ <u>0.00</u> N/A \$ <u>0.00</u> Total \$ <u>0.00</u>	Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>13202.92</u>

*Itemization of Amount Due at Lease Signing or Delivery			
Amount Due at Lease Signing or Delivery:	How the Amount Due at Lease Signing or Delivery will be paid:		
Capitalized cost reduction \$ <u>0.92</u>	Net trade-in allowance \$ <u>0.00</u>		
First periodic payment \$ <u>0.00</u>	Rebates and non-cash credits \$ <u>0.00</u>		
Refundable security deposit \$ <u>0.00</u>	Total amount of N/A paid in deferred payments \$ <u>0.00</u>		
Title fees \$ <u>0.00</u> Registration fees \$ <u>0.00</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>
N/A \$ <u>0.00</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>
N/A \$ <u>0.00</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>
CCR TAX 0.08/SLR TAX 0.00 \$ <u>0.00</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>
N/A \$ <u>0.00</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>
N/A \$ <u>0.00</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>
N/A \$ <u>0.00</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>	\$ <u>N/A</u> due <u>N/A</u>
Total \$ <u>1.00</u>	Amount to be paid in cash \$ <u>0.00</u>	Total \$ <u>0.00</u>	

Your Periodic Payment is determined as shown below:

Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>8995.00</u>) and any items you pay over the Lease term (such as service contract, insurance, and any outstanding prior credit or lease balance).	\$ <u>9454.00</u>
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the gross capitalized cost.	\$ <u>0.92</u>
Adjusted capitalized cost. The amount used in calculating your base periodic payment.	\$ <u>9453.08</u>
Residual value. The value of the Vehicle at the end of the Lease used in calculating your base periodic payment.	\$ <u>1799.00</u>
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	\$ <u>7654.08</u>
Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	\$ <u>1459.11</u>
Total of base periodic payments. The depreciation and any amortized amounts plus the rent charge.	\$ <u>9113.19</u>
Lease payments. The number of payments in your Lease.	<u>82</u>
Base periodic payment.	\$ <u>148.93</u>
Periodic sales/use tax (e).	\$ <u>13.13</u>
N/A	\$ <u>0.00</u>
Total Periodic Payment.	\$ <u>159.06</u>

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of a rate of 14000 miles per year (based on the total number of scheduled periodic payments) at the rate of 0.08 per mile.

Purchase Option at End of Lease Term. ☐ You have an option to purchase the Vehicle at the end of the Lease term for \$ 4799.00 and a purchase option fee of \$ N/A. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration. ☐ You do not have an option to purchase the Vehicle at the end of the Lease term.

Other Important Terms. See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.